

# Ukraine Bilateral Textile Agreement

The Embassy refers the Government of Ukraine to the Agreement on Trade in Textiles and Apparel between the Government of the United States of America and the Government of Ukraine signed in Kiev on July 22, 1998. The Embassy proposed that the Agreement be amended and extended for four years as follows:

AGREEMENT  
ON  
TRADE IN TEXTILES AND APPAREL  
BETWEEN  
THE GOVERNMENT OF THE UNITED STATES OF AMERICA  
AND  
THE GOVERNMENT OF UKRAINE

PREAMBLE

The Government of the United States of America and the Government of Ukraine, taking into account the provisions of Article XIV of the Agreement on Trade Relations between the United States of America and Ukraine;

with a view to permanent cooperation and in conditions providing every security for trade;

resolved to take the fullest possible account of the serious economic and social problems at present affecting the textile industry in Ukraine, and, in particular, to eliminate the real risk of disruption to the textile trade of Ukraine;

taking into account the undertakings of the United States of America and Ukraine to facilitate the trade on the basis of principles of the World Trade Organization (WTO) Uruguay Round Agreements or successor agreements and signed within that framework;

noting that Ukraine is in the process of joining the WTO;

supporting the efforts of Ukraine to conclude transition to a market economy;

being convinced that this Agreement will create conditions for future advancement of Ukraine in the way of economic reforms; and

whereas the United States and Ukraine are desirous to promote an orderly and equitable development of trade in textile and apparel products, have agreed as follows:

AGREEMENT TERM

I. The term of this Agreement will be the period from December 1, 1994 through December 31, 2006 or until Ukraine becomes a member of the WTO and the United States applies the WTO Agreements to Ukraine, in accordance with paragraph 19 of this Agreement, whichever comes first. The first Agreement Period is from December 1 through December 31, 1994. Each succeeding Agreement Period shall be a twelve-month period from January 1 of a given year to December 31 of that year.

COVERAGE OF AGREEMENT AND CLASSIFICATION BY FIBER

II. The textiles and textile products covered by this Agreement are those summarized in Annex A. The system of categories and the rates of conversion into square meters equivalent (SME) listed in Annex A shall apply in implementing this Agreement.

III. A. Tops, yarns, piece goods, made-up articles, garments, and other textile manufactured products (being products which derive their chief characteristics from their textile components) of cotton, wool, man-made fibers, silk blends, non-cotton vegetable fibers, or blends thereof, in which any or all of these fibers in combination represent the chief weight of the product, are subject to this Agreement. Components of an article which are not considered relevant to the classification under the General Rules of Interpretation or the Legal Notes to Section XI of the Harmonized System are likewise to be disregarded here.

B. For the purposes of this Agreement, textile products covered by sub-paragraph (A) above shall be classified as:

(I) man-made fiber textiles, if the product is in chief weight of man-made fibers, unless:

(A) the product is knitted or crocheted apparel in which wool equals or exceeds 23 percent by weight of all fibers, in which case the product will be a wool textile; or

(B) the product is apparel, not knitted or crocheted, in which wool equals or exceeds 36 percent by weight of all fibers; in which case the product will be a wool textile;

(C) the product is a woven fabric in which wool equals or exceeds 36 percent by weight of all fibers, in which case the product will be a wool textile.

(II) cotton textiles, if not covered by (i) and if the product is in chief weight of cotton, unless the product is a woven fabric in which wool equals or exceeds 36 percent by weight of all fibers, in which case the product will be a wool textile.

(III) wool textiles, if neither of the foregoing applies, and the product is in chief weight of wool.

(IV) silk blend or non-cotton vegetable fiber textiles, if none of the foregoing applies and the product is in chief weight of silk or non-cotton vegetable fiber, unless:

(A) cotton with wool and/or man-made fibers in the aggregate equal or exceed 50 percent by weight of the component fibers thereof and the cotton component equals or exceeds the weight of each of the total wool and/or man-made fiber components, in which case the product will be a cotton textile.

(B) if not covered by (IV) (A) and wool exceeds 17 percent by weight of all component fibers, in which case the product will be considered a wool textile.

(C) if not covered by (IV) (A) or (B) and man-made fibers in combination with cotton and/or wool in the aggregate equal or exceed 50 percent by weight of the component fibers thereof and the man-made fiber component exceeds the weight of the total wool and/or total cotton component, in which case the product will be considered a man-made fiber textile.

C. Notwithstanding the above, garments which contain 70 percent or more by weight silk (unless they also contain over 17 percent by weight wool), and products other than garments which contain 85 percent or more by weight silk, are not subject to this Agreement. Silk blend and non-cotton vegetable fiber sweaters, as determined above, shall be divided into "silk blend" sweaters and "non-cotton vegetable fibers" sweaters. For the purposes of this provision sweaters shall be classified as "silk blend" if the silk component exceeds by weight the non-cotton vegetable fiber component (if any). Sweaters not classified as "silk blend" sweaters in accordance with the

foregoing shall be classified as "non-cotton vegetable fiber" sweaters. Garments containing 70 percent or more by weight silk and over 17 percent by weight wool shall be classified as wool textiles, under subparagraph (B)(IV)(B).

D. In the event of a question regarding whether a product is covered by this Agreement by virtue of being in chief weight of cotton, wool, man-made fiber, silk blend, or non-cotton vegetable fiber, the chief value of the fibers may be considered.

IV. Commencing with the first Agreement Period and during each subsequent term of this Agreement, the Government of Ukraine shall limit exports to the United States of cotton, wool, man-made fiber, silk-blend and non-cotton vegetable fiber textiles and textile products of Ukraine to the Specific Limits set out in Annex B, as it may be amended under paragraph VI, and as such Specific Limits may be adjusted in accordance with paragraph V.

#### FLEXIBILITY ADJUSTMENTS

V. A. (I) The Specific Limits set out in Annex B do not include any adjustments permitted under this paragraph.

(II) During any Agreement Period, the Specific Limits set out in Annex B may be increased by not more than seven percent swing (five percent for wool categories) provided that a corresponding reduction in square meters equivalent is made in one or more other Specific Limits during the same Agreement Period.

(III) No Specific Limit may be decreased pursuant to paragraph 5(A)(II) to a level which is below the level of exports charged against that category's limit for that Agreement Year.

(IV) The Government of Ukraine shall indicate to the Government of the United States the Specific Limits or sub-limits it would like increased and those which it would like decreased by commensurate quantities in square meters equivalent.

#### CARRYOVER AND CARRYFORWARD

B. (I) The extent to which any Specific Limit set out in Annex B may be exceeded in any Agreement Period by Carryforward (borrowing a portion of the corresponding Specific Limit from the succeeding Agreement Period) and/or Carryover (the use of any unused meterage (shortfall) of the corresponding Specific Limit for the previous Agreement Period) is eleven percent, of which Carryforward shall not constitute more than six percent. For categories of Annex B other than category 435, the corresponding percentages will be ten percent for Carryover and/or Carryforward, of which Carryforward shall not constitute more than five percent.

(II) No Carryover shall be available for application in the first Agreement Period. No Carryforward shall be available for application in the final Agreement Period.

C. For the purposes of the Agreement, a shortfall occurs when exports of textiles or textile products of Ukraine to the United States during any Agreement Period are below any Specific Limit as set out in Annex B (or, in the case of any limit decreased pursuant to paragraph V, when such exports are below the limit as decreased).

D. The Government of Ukraine will notify the Government of the United States when it wishes to use unused meterage (shortfall) available in categories for Carryover, or for use by other categories for swing, subject to the provisions set out above. However, the Government of the United States may supply adjustments under this section to any Specific Limit whenever that adjustment appears appropriate to facilitate the flow of trade and the sound administration of the Agreement. To the extent that such adjustments are actually utilized, they will be implemented by means of Carryover and Carryforward, in that order. Any unused Carryforward will be re-credited

to the following period's limit. This procedure will not prejudice the outcome of any consultations that may be held between our Governments concerning the amounts of available Carryover and Carryforward.

#### OVERSHIPMENT CHARGES

VI. A. Products of Ukraine shipped in excess of authorized limits in any Agreement Period may be denied entry into the United States. Any such shipment denied entry may be permitted into the United States and charged to the applicable limit in the succeeding Agreement Period.

B. Products of Ukraine shipped in excess of applicable limits in any Agreement Period will, if allowed entry into the United States during that Agreement Period, be charged to the applicable limit in the succeeding Agreement Period.

C. Any action taken pursuant to sub-paragraph VI(A) and VI(B) above will not prejudice the rights of the other side regarding consultations.

#### SPACING PROVISIONS

VII. The Government of Ukraine shall use its best efforts to space exports of its products to the United States within each category, sub-category or part category evenly throughout each Agreement Period, taking into consideration normal seasonal factors.

#### CONSULTATION MECHANISM

VIII. A. The United States and Ukraine agree that during the term of this Agreement it may be necessary to apply a specific safeguard mechanism. The safeguard may be applied by the United States to products covered by Annex A. The safeguard measures set out in this section shall not be applied to the exports of Ukraine that are already restrained under this Agreement.

B. Safeguard action may be taken under this section when, on the basis of a determination by the United States, it is demonstrated that a particular product is being imported into its territory in such increased quantities as to cause market disruption, or actual threat thereof, to the domestic industry producing like and/or directly competitive products. Market disruption or actual threat thereof must demonstrably be caused by such increased quantities in imports of that product, taking into account all available import information, and not by such other factors as technological changes or changes in consumer preference.

C. In making a determination of market disruption, or actual threat thereof, as referred to in VIII(B), the United States shall examine the effect of those imports on the state of the particular industry, as reflected in changes in such relevant economic variables as output, productivity, utilization of capacity, inventories, market share, exports, wages, employment, domestic prices, profits and investment; none of which, either alone or combined with other factors, can necessarily give decisive guidance.

D. If the United States proposes to take safeguard action, it shall seek consultations with the Government of Ukraine. The request for consultations shall be accompanied by specific and relevant factual information, as up-to-date as possible, particularly in regard to the factors, referred to in paragraph VIII(C) of this section, on which the United States has based its determination of the existence of market disruption or actual threat thereof. In respect of requests made under this section, the information shall be related, as closely as possible, to specific textile products listed in Annex A and to the reference period set out in paragraph F(I) of this section. The United States shall also indicate the specific level at which imports of the product in question from Ukraine are proposed to be restrained; such level shall not be lower than the level referred to in paragraph F(II) of this section.

E. The Government of Ukraine shall reply and enter into consultations in good faith within a

period of 30 days after the date of receipt of the request for consultations, unless extended by mutual agreement. If the Government of Ukraine does not enter into consultations within a period of 30 days, or a period otherwise mutually agreed, after the date of receipt of the request, the United States may impose a restraint on the product that was the subject of the request for consultations, at the level set out in paragraph F (I) of this section.

F. (I) If in the consultations there is mutual understanding that the situation calls for restraint on the exports of the particular product from Ukraine, the level of such restraint shall be fixed at a level not lower than the actual level of exports or imports from Ukraine during the 12-month period terminating two months preceding the month in which the request for consultation was made.

(II) If, however, after the expiry of the period of 90 days from the date on which the request for consultations was received, unless otherwise mutually agreed, there has been no agreement between the United States and Ukraine, the United States may apply the restraint by date of import or date of export, in accordance with the provisions of this section, within 30 days following the 60-day period for consultations. The level of restraint shall not be less than the level set out in paragraph F(I), increased by 15 percent (6 percent for wool product categories).

G. Should the restraint measure remain in force for a period exceeding one year, the level for subsequent years shall be the level specified for the first year increased by a growth rate of not less than 6 per cent per annum except for wool products which shall have a growth rate of not less than 2 per cent per annum. The restraint level for the product concerned may be exceeded in either year of any two subsequent years by Carry forward and/or Carryover of 10 percent of which Carry forward shall not represent more than 5 percent.

H. When more than one product from Ukraine is subject to restraint under this section by the United States, the level of restraint agreed, pursuant to the provisions of this section, for each of these products may be exceeded by 7 percent, except for wool products which may be exceeded by 5 percent, provided that the total exports subject to restraint do not exceed the total of the levels for all products so restrained under this paragraph, on the basis of agreed common units. Where periods of application of restraints of these products do not coincide with each other, this provision shall be applied to any overlapping period on a pro rata basis.

#### U.S. ASSISTANCE IN IMPLEMENTATION OF THE LIMITATION PROVISIONS

IX. The Government of Ukraine shall administer its export control system under the Agreement. The Government of the United States may assist the Government of Ukraine in implementing the limitation provisions of this Agreement by controlling, by the date of export, imports of textiles and textile products covered by this Agreement.

#### CORRECT CATEGORY/QUANTITY VISA SYSTEM

X. A. The provisions of the Visa Arrangement will govern the licensing and/or certification of exports from Ukraine of products which are subject to restraint. Visas issued in a particular Agreement Year shall be valid only for textile and apparel products exported during that Agreement Year.

B. The parties recognize that under the Agreement the purchase of textiles and textile products to be delivered subject to the restrictions under the Agreement implies that the delivery of goods will be accompanied by a valid visa.

#### COMMERCIAL SAMPLES AND PERSONAL SHIPMENTS

XI. Properly marked commercial samples, valued at \$800 or less, and items for the personal use

of the importer and not for resale regardless of value, need not be accompanied by an export visa and shall not be subject to the limits established under this Agreement.

#### EXCHANGE OF INFORMATION

XII. Subject to domestic laws, at the request of the other government, each government agrees to supply any information within its possession reasonably believed to be necessary for the enforcement of this Agreement.

#### EXCHANGE OF DATA

XIII. A. The Government of the United States shall promptly supply the Government of Ukraine with data on monthly imports of cotton, wool, man-made fiber, silk blend and non-cotton vegetable fiber textiles and textile products of Ukraine into the United States.

B. The Government of Ukraine shall promptly supply the Government of the United States with data on monthly exports of cotton, man-made fiber, wool, silk blend and non-cotton vegetable fiber textiles and textile products of Ukraine to the United States.

#### COOPERATION IN THE PREVENTION OF CIRCUMVENTION AND FRAUD

XIV. A. The Government of the United States and the Government of Ukraine agree to take measures necessary to address, to investigate and, where appropriate, to take legal and/or administrative action to prevent circumvention of this Agreement by transshipment, rerouting, false declaration concerning country of origin, falsification of official documents or any other means.

B. The parties agree to cooperate fully, consistent with their domestic laws and procedures, in instances of circumvention or alleged circumvention of the Agreement to address problems arising from circumvention and to establish the relevant facts in the places of import, export and, where applicable, transshipment. Such cooperation, to the extent consistent with domestic laws and procedures, will include investigation of circumvention practices; exchange of documents, correspondence, reports and other relevant information to the extent available; and facilitation of joint impromptu plant visits and contacts by representatives of either party, upon request and on a case-by-case basis.

C. If either party believes that this Agreement is being circumvented, it may request consultations to address the matter or matters concerned with a view to seeking a mutually satisfactory solution. Each party agrees to hold such consultations promptly, beginning within 30 days of a written request by a party accompanied by an explanation from the other party and concluding within 90 days, unless extended by mutual agreement, and to cooperate fully in terms of the elements set out in paragraph (B) above.

D. Should the parties be unable to reach a satisfactory solution in the course of the consultations called for under subparagraph (C), then the Governments of the United States and Ukraine agree that in cases where evidence regarding circumvention has been provided, the United States may deduct from the quantitative limits for that Agreement Period amounts at least equivalent to the amount of transshipped products of Ukrainian origin. The amounts transshipped shall be the amounts and the country of origin shall be the country of origin so determined by U.S. Customs. In addition, the Governments of the United States and Ukraine agree that deductions from the quantitative limits established under this Agreement may be made in those instances in which: A) the U.S. has provided factual information demonstrating a substantial likelihood that circumvention has occurred; B) the United States has requested from the Government of Ukraine cooperation or information relevant to the possible circumvention that is of a type that is available

to or could reasonably be obtained by the Government of Ukraine, and C) the Government of Ukraine has not provided such information without adequate reason or cooperation within the period for consultation outlined in subparagraph (C).

E. If, after charges have been made, evidence is developed that clearly establishes that the charges were in error because the goods in question were in fact not of Ukrainian origin, and there is clear evidence demonstrating the true country of origin, then the United States shall restore to Ukraine the quantitative restraints equivalent to the amount deducted under this provision immediately after U.S. holds consultations with, and charges goods to, the true country of origin.

F. Should the United States choose to exercise its rights under Paragraph(D) to deduct an amount or amounts from the quantitative limits of Ukraine where repeated instances of circumvention have been demonstrated within the current or immediately preceding agreement year, and measures by Ukraine have been inadequate and the United States possesses clear evidence, then the United States may deduct from the quantitative limit amounts up to three times the amounts transshipped, provided that such deductions are distributed equally in each of the three following years.

G. Where there is evidence showing that goods originating in another country have been shipped through Ukraine to the United States as though they were products of Ukraine, the Governments of the United States and Ukraine agree to take appropriate action. Such action may include the introduction of restraints in the relevant category or categories or deducting the amount of goods so shipped from the quantitative limits established for the current Agreement Year under this Agreement for shipments originating in Ukraine. Any such actions, together with their timing and scope, may be taken after consultation held with a view of arriving at a mutually satisfactory solution. Such consultations should be held promptly, beginning within 30 days of a request by a party and concluding within 90 days, unless extended by mutual agreement. Should the parties be unable to reach a satisfactory solution, then the Governments of the United States and Ukraine agree that, in cases where clear information regarding circumvention has been provided, the United States may introduce a restraint or, where a restraint already exists, may deduct from the quantitative limits established under this Agreement for that period an amount equivalent to the amount of product transshipped through Ukraine.

H. Parties agree that false declaration concerning fiber content, quantities, description or classifications of merchandise also frustrates the objective of this Agreement. Where there is evidence that any such false declaration has been made for purposes of circumvention, both parties agree to take appropriate measures, consistent with their domestic laws and procedures, against exporters or importers involved. Should either party believe that this Agreement is being circumvented by such false declaration and that no, or inadequate, administrative measures are being applied to address and/or to take action against such circumvention, that party should consult promptly with the party involved with a view to seeking a mutually satisfactory solution. Such consultations should be held promptly, beginning within 30 days of a request by a party and concluding within 90 days, unless extended by mutual agreement. Should the parties be unable to reach a satisfactory solution, then the Governments of the United States and Ukraine agree that, in cases where evidence regarding such false declarations has been provided, then the United States may deduct from the quantitative limits established for the current Agreement Year an amount equivalent to the amount of product subject to the false declaration or classification. This provision is not intended to prevent parties from making technical adjustments when inadvertent errors in declarations have been made.

I. When Ukraine becomes a member of the WTO and the United States applies the WTO Agreements to Ukraine, action taken under this paragraph will be notified to the WTO Textiles Monitoring Body.

MUTUALLY SATISFACTORY ADMINISTRATIVE ARRANGEMENT

XV. Mutually satisfactory administrative arrangements or adjustments may be made to resolve minor problems arising in the implementation of this Agreement, including differences in points of procedure or operation.

CONSULTATION ON IMPLEMENTATION QUESTIONS

XVI. The Government of the United States and the Government of Ukraine each agree to consult upon the request of the other on any question arising in the implementation of this Agreement.

RIGHT TO PROPOSE REVISIONS TO THE AGREEMENT

XVII. The Government of the United States and the Government of Ukraine may at any time propose revisions to the terms of this Agreement. Each agrees to consult promptly with the other about such proposals with a view to making such revisions to this Agreement, or taking such other appropriate action as may be mutually agreed upon.

RIGHT TO TERMINATE THE AGREEMENT

XVIII. Either Government may terminate this Agreement, effective at the end of an Agreement Period, by written notice to the other Government, to be given at least 90 days prior to the end of such Agreement Period.

CONTINUATION OF PROVISIONS UNDER THE AGREEMENT  
ESTABLISHING THE WORLD TRADE ORGANIZATION

XIX. If Ukraine becomes a member of the World Trade Organization (WTO) and the United States applies the Agreement establishing the WTO (WTO Agreement) to Ukraine, the provisions set out in paragraphs 2, 3, 4, 5, 6, 7, 9, 10, 11, 12, 13, 14, 15, and 16 of the Agreement, Annex A, Annex B and the Visa Arrangement will be directly relevant to the implementation of the WTO Agreement of Textiles and Clothing (ATC) as between the United State and Ukraine. Therefore, upon Ukraine's membership in the WTO and application of the WTO Agreement by the United States to Ukraine, these provisions will remain in force and will be notified to the Textiles Monitoring Body. This paragraph will be included in the working party report on Ukraine's accession to the WTO Agreement.

ANNEX A  
U.S. TEXTILE AND APPAREL CATEGORY SYSTEM  
UNDER THE HARMONIZED SYSTEM

Categories numbered in the:			
CATEGORY	DESCRIPTION	UNIT	CONVERSION FACTOR TO
YARN			
200	Yarns put up for retail sale, and sewing thread	kg.	6.60

200	Yarns put up for retail sale, and sewing thread	kg.	6.60
201	Specialty yarns	kg.	6.50
300	Carded cotton yarn	kg.	8.50
301	Combed cotton yarn	kg.	8.50
400	Wool yarn	kg.	3.70
600	Textured filament yarn	kg.	6.50
603	Yarn containing 85% or more by weight artificial staple fiber	kg.	6.30
604	Yarn containing 85% or more by weight synthetic staple fiber	kg.	7.60
606	Non-textured filament yarn	kg.	20.10
607	Other staple fiber yarn	kg.	6.50
800	Silk blends or non-cotton vegetable fiber yarn	kg.	8.50
FABRIC			
218	Of yarns of different color	m2	1.00
219	Duck	m2	1.00
220	Fabric of special weave	m2	1.00
222	Knit fabric	kg.	12.30
223	Non-woven fabric	kg.	14.00
224	Pile and tufted fabric	m2	1.00
225	Blue denim	m2	1.00
226	Cheesecloth, batiste, lawn, voile	m2	1.00
227	Oxford cloth	m2	1.00
229	Special purpose fabric	kg.	13.60
313	Sheeting	m2	1.00
314	Poplin and broadcloth	m2	1.00
315	Printcloth	m2	1.00
317	Twills	m2	1.00
326	Sateens	m2	1.00
410	Woven fabric	m2	1.00
414	Other wool fabric	kg.	2.80
611	Woven fabric containing 85% or more by weight artificial staple	m2	1.00
613	Sheeting	m2	1.00
614	Poplin and broadcloth	m2	1.00
615	Printcloth	m2	1.00
617	Twills and Sateens	m2	1.00
618	Woven artificial filament fabric	m2	1.00
619	Polvester filament fabric	m2	1.00

620	Other synthetic filament fabric	m2	1.00
621	Impression fabric	kg.	14.40
622	Glass fiber fabric	m2	1.00
624	MMF fabric, woven, containing more than 15% but less than 36% wool	m2	1.00
625	Poplin and broadcloth of staple/filament fiber combinations	m2	1.00
626	Printcloth of staple/filament fiber combinations	m2	1.00
627	Sheeting of staple/filament fiber combinations	m2	1.00
628	Twills and sateens of staple/filament fiber combinations	m2	1.00
629	Other fabrics of staple/filament fiber combinations	m2	1.00
810	Woven fabric, silk blend and non-cotton vegetable fiber	m2	1.00
APPAREL			
237	Playsuits, sunsuits, etc	doz	19.20
239	Babies' garments and clothing accessories	kg.	6.30
330	Handkerchiefs	doz	1.40
331	Gloves and mittens	dpr	2.90
332	Hosiery	dpr	3.80
333	M & B suit-type coats	doz	30.30
334	Other M & B coats	doz	34.50
335	W & G coats	doz	34.50
336	Dresses	doz	37.90
338	M & B knit shirts	doz	6.00
339	W & G knit shirts and blouses	doz	6.00
340	M & B shirts, not knit	doz	20.10
341	W & G shirts & blouses, not knit	doz	12.10
342	Skirts	doz	14.90
345	Sweaters	doz	30.80
347	M & B trousers, breeches & shorts	doz	14.90
348	W & G trousers, breeches & shorts	doz	14.90
349	Brassieres & other body supporting garments	doz	4.00
350	Robes, dressing gowns, etc.	doz	42.60
351	Nightwear and pajamas	doz	43.50
352	Underwear	doz	9.20
353	M & B down-filled coats	doz	34.50
354	W & G down-filled coats	doz	34.50

359	Other cotton apparel	kg.	8.50
431	Gloves and mittens	dpr	1.80
432	Hosiery	dpr	2.30
433	M & B suit-type coats	doz	30.10
434	Other M & B coats	doz	45.10
435	W & G coats	doz	45.10
436	Dresses	doz	41.10
438	Knit shirts & blouses	doz	12.50
439	Babies' garments and clothing accessories	kg.	6.30
440	Shirts & blouses, not knit	doz	20.10
442	Skirts	doz	15.00
443	M & B suits	no.	3.76
444	W & G suits	no.	3.76
445	M & B sweaters	doz	12.40
446	W & G sweaters	doz	12.40
447	M & B trousers, breeches & shorts	doz	15.00
448	W & G trousers, breeches & shorts	doz	15.00
459	Other wool apparel	kg.	3.70
630	Handkerchiefs	doz	1.40
631	Gloves and mittens	dpr	2.90
632	Hosiery	dpr	3.80
633	M & B suit-type coats	doz	30.30
634	Other M & B coats	doz	34.50
635	W & G coats	doz	34.50
636	Dresses	doz	37.90
638	M & B knit shirts	doz	15.00
639	W & G knit shirts and blouses	doz	12.50
640	M & B shirts, not knit	doz	20.10
641	W & G shirts and blouses, not knit	doz	12.10
642	Skirts	doz	14.90
643	M & B suits	no.	3.76
644	W & G suits	no.	3.76
645	M & B sweaters	doz	30.80
646	W & G sweaters	doz	30.80
647	M & B trousers, breeches & shorts	doz	14.90
648	W & G trousers, breeches & shorts	doz	14.90
649	Brassieres & other body supporting garments	doz	4.00
650	Robes, dressing gowns, etc.	doz	42.60
651	Nightwear and pajamas	doz	43.50
652	Underwear	doz	13.40

653	M & B down-filled coats	doz	34.50
654	W & G down-filled coats	doz	34.50
659	Other man-made fiber apparel	kg.	14.40
831	Gloves and mittens	dpr	2.90
832	Hosiery	dpr	3.80
833	M & B suit-type coats	doz	30.30
834	Other M & B coats	doz	34.50
835	W & G coats	doz	34.50
836	Dresses	doz	37.90
838	Knit shirts and blouses	doz	11.70
839	Babies' garments and clothing	kg.	6.30
840	Shirts and blouses, not knit	doz	16.70
842	Skirts	doz	14.90
843	M & B suits	no.	3.76
844	W & G suits	no.	3.76
845	Sweaters of non-cotton vegetable fibers	doz	30.80
846	Sweaters of silk blends	doz	30.80
847	Trousers, breeches & shorts	doz	14.90
850	Robes, dressing gowns, etc.	doz	42.60
851	Nightwear and pajamas	doz	43.50
852	Underwear	doz	11.30
858	Neckwear	kg.	6.60
859	Other apparel	kg.	12.50
<b>MADE-UP AND MISCELLANEOUS TEXTILES</b>			
360	Pillowcases	no.	0.90
361	Sheets	no.	5.20
362	Bedspreads and quilts	no.	5.80
363	Terry and other pile towels	no.	0.40
369	Other cotton manufactures	kg.	8.50
464	Blankets	kg.	2.40
465	Floor coverings	m2	1.00
469	Other wool manufactures	kg.	3.70
665	Floor coverings	m2	1.00
666	Other man-made fiber furnishings	kg.	14.40
669	Other man-made fiber manufactures	kg.	14.40
670	Flat goods, handbags, and luggage	kg.	3.70
863	Towels	no.	0.40
870	Luggage	kn.	3.70

871	Flatgoods and handbags	kg.	3.70
899	Other silk and vegetable blend manufactures	kg.	11.10

Annex B  
Specific Limits

Category 435

Decembre 1 - 31	1994	1995	1996	1997
	25,000	85,000	85,850	86,709

Growth: 1 Percent  
Unit of Measure: Dozen

Categories	1998	1999	2000
435 (In Doz.)	90,100	91,902	93,740
442 (In Doz.)	15,000	15,300	15,606
444 (In Nos.)	65,000	66,300	67,626
448 (In Doz.)	65,000	66,300	67,626

	2001	2002	2003
435 (In Doz.)	95,615	97,527	99,478
442 (In Doz.)	15,918	16,236	16,561
443 (In Nos.)	68,979	70,359	71,766
448 (In Nos.)	68,979	70,359	71,766

	2004	2005	2006
435 (In Doz.)	101,468	108,000	110,160
442 (In Doz.)	16,892	17,230	17,575
443 (In Nos.)	73,201	74,665	76,158
448 (In Nos.)	73,201	74,665	76,158

Growth: 2 percent for wool categories

If this proposed Agreement, including Annexes A and B, is acceptable to the Government of Ukraine, then this note and a note of acceptance on behalf of the Government of Ukraine shall constitute an Agreement between the two Governments, which shall enter into force on January 1. 2001.

The U.S. note is dated September 19, 2000 and the accepting note from Ukraine is dated January 15, 2001.

Amended and extended by exchange of notes dated as follows: U.S. note of November 19, 2004, Ukraine note of December 31, 2004, and U.S. note of February 7, 2005.